



**MALAYSIA COUNTRY SCHEDULE**

This document constitutes a Country Schedule as referred to in the BNP Paribas General Banking Terms and Conditions (the "**Conditions**").

This Country Schedule sets out jurisdiction-specific terms on which we provide you with one or more Accounts or Products in Malaysia. You need to read and understand this Country Schedule before opening an Account or applying for a Product in Malaysia.

This Country Schedule supplements the Conditions. Unless defined in this Country Schedule, capitalised terms used in this Country Schedule have the meanings given to them in the Conditions.

In the event of any inconsistency between the provisions of this Country Schedule and the Conditions, this Country Schedule will prevail.



## Part A – GENERAL

### 1. NOTICE OF THE DEPOSIT PROTECTION SCHEME

- 1.1 We are required under the Malaysia Deposit Insurance Corporation (Provision of Information on Deposit Insurance) Regulations 2011 to inform you that BNP Paribas is a Member of PIDM.
- 1.2 The eligible deposits taken by BNP Paribas will be protected by PIDM up to a maximum limit of RM250,000 per depositor as provided under the Malaysia Deposit Insurance Corporation (Deposit Insurance Limit) Order 2011.
- 1.3 However, any financial or deposit products offered to you:
- (a) by BNP Paribas, which do not constitute eligible deposits under PIDM; or
  - (b) by any member of the BNP Paribas Group other than BNP Paribas,
- will not be protected by PIDM notwithstanding that BNP Paribas is a member of PIDM.

### 2. CHEQUES

You agree that:

- (a) without limitation to Clause 19.2.4 of the Conditions, we shall be entitled to dishonour any cheque which is:
  - (i) not written in Bahasa Malaysia language or English language; or
  - (ii) not signed in conformity with the Agreement; and
- (b) we are authorised to contract with collecting banks and BNM.

### 3. CHEQUE TRUNCATION AND CONVERSION SYSTEM ("CTCS" or "eSPICK")

#### 3.1 Collecting Bank

- (a) We may (but shall not be obliged to) submit for Clearing and/or Settlement and payment in accordance with the MyClear Regulations and Settlement Arrangement all Clearing items presented by you to us for collection.
- (b) We shall not be obliged to return any Clearing items presented by you to us for collection notwithstanding that such Clearing item or the IRD of such Clearing item has been dishonoured or that payment thereon has been refused on presentation of the Image of such Clearing item in accordance with the MyClear Regulations.
- (c) We shall not be obliged to replace any IRD of any Clearing item provided to you which has been misplaced or lost.
- (d) You shall not present any IRD of any Clearing item to any person (other than us) for collection or payment. We may reject any altered, mutilated or defaced IRD presented by you to us for collection or payment.
- (e) Where we credit any of your Account with the amount of any Clearing item presented to us for collection:
  - (i) you shall not be entitled to withdraw or transfer the amount so credited and the amount so credited shall not constitute the available balance on the Account before we receive full payment of the amount of the Clearing item unless we otherwise permit or agree; and
  - (ii) we shall be entitled to debit the Account with the amount so credited in any of the following events regardless of whether the amount so credited has become part of the available balance of the account:
    - (A) the Clearing items or the Image of the Clearing item presented for Clearing and/or Settlement is dishonoured for any reason; or



- (B) we are required to refund or make any payment to any person in respect of the amount paid and collected by us on the Clearing item or the Image of the Clearing item.
- (f) We may retain for such period as we consider appropriate the Clearing items presented by you to us for collection and may destroy them at any time after the end of the period and shall not be liable to you for any loss, damage or destruction of any of those Clearing items howsoever caused whilst in our custody or any Third Party Provider.
- (g) We may (but shall not be obliged to) mark any Image relating to any Clearing item at your request and may impose or charge you such fee therefor as we may determine.

### 3.2 **Paying Bank**

- (a) We shall be entitled:
  - (i) to honour and make payment on any Customer Clearing item presented in the manner provided in Section 74A of the Bills of Exchange Act or in the form of an Image for Clearing and/or Settlement in accordance with the MyClear Regulations and the Settlement Arrangement or which by the MyClear Regulations, we are obliged to honour or make payment in respect of the Customer Clearing item or an Image of the Customer Clearing item; and
  - (ii) to debit any of your Account the amount paid by us on the Customer Clearing item or to require you to reimburse us the amount so paid by us, in which event you shall immediately reimburse us the amount so paid by us.
- (b) We shall not be obliged:
  - (i) to require the delivery to us of any Customer Clearing item or an Image of the Customer Clearing item presented for Clearing and/or Settlement before or after we honour or make payment on it; and
  - (ii) to return to you any Customer Clearing item or an Image of the Customer Clearing item presented for Clearing and/or Settlement which we had honoured or on which we had made payment.
- (c) Where you request for the return of any such Customer Clearing item on which we have made payment, we may (but shall not be obliged to) request the presenting bank to retrieve the Customer Clearing item and you shall pay us the fee prescribed by us for making the request and shall reimburse us all fees and expenses incurred by us in securing the return of the Customer Clearing item.
- (d) You shall not draw any cheque, bill of exchange, instrument or document on us or on any of your Account except in the form and on such paper printed in accordance with such specifications as we may approve or in the form and on paper provided by us to you for the purpose. We shall be entitled to dishonour any cheque, bill of exchange, instrument or document which is drawn in contravention of this provision.
- (e) Notwithstanding any agreement between you and us, we shall be entitled to honour and pay on any Customer Clearing item which has been signed without your stamp or seal and shall be entitled to dishonour and reject any Customer Clearing item which bears your stamp or seal.

### 3.3 **Despatch of IRD and Customer Clearing item to you**

We may despatch any IRD of any Clearing item or any Customer Clearing item to you in any manner as we may consider appropriate and at your sole risk. We shall not be liable to you for any loss of any such IRD or Customer Clearing item occurring after it has been posted to you by pre-paid post or dispatched by any courier selected by us. You shall reimburse us in respect of all fees and expenses incurred by us in posting, despatching or sending to you any IRD of any Clearing item or Customer Clearing item in such manner selected by us.

### 3.4 **Exclusion of Liability**

- (a) Without limitation to Clause 6.3 (*Exclusion of liability*) of the Conditions, we shall not be liable to you for any loss, damage or liability caused by or arising from any one or more of the following events or matters, howsoever caused or occurring:
  - (i) the cessation or interruption of the availability or operation of services provided by MyClear and/or BNM in respect of Clearing and/or Settlement;



- (ii) any act, neglect or omission of MyClear, BNM, and/or any other person who provides any equipment or service required for or in connection with Clearing and/or Settlement;
- (iii) any payment by us on any Customer Clearing item or any Image of the Customer Clearing item presented for Clearing and/or Settlement which has been altered or forged in any way and any debit by us of your Account for amount of such payment; and
- (iv) the failure or refusal of us to accept, honour and or make payment on any Customer Clearing item or any Image of such Customer Clearing item.

### 3.5 Clearing and Settlement of Non-RM Clearing items

Where any Non-RM Clearing item presented to us for collection is denominated in any currency other than Ringgit Malaysia and the currency of the Account to which BNP Paribas is required to credit the amount of the Non-RM Clearing item is not the currency in which the Non-RM Clearing item is denominated, the provisions of Paragraph 3.1(e) shall apply to the crediting and debiting of the account as follows:

- (a) BNP Paribas may convert the amount of the Non-RM Clearing item into the currency of the Account at the Applicable Rate upon clearance from the relevant clearing institutions and credit the Account with the amount derived from such conversion; and
- (b) the amount which we shall debit pursuant to Paragraph 3.1(e)(ii) shall be the amount equal to the amount credited by us pursuant to sub-paragraph (a) above.

## 4. GST

- 4.1 All amounts payable by you pursuant to the Agreement do not yet include GST. Where GST is imposed or increased and you receive a tax invoice or other applicable document, instrument or request for payment for GST for that supply and/or GST is imposed by any authority, you shall bear and pay the GST to us or reimburse us such GST at the prevailing rate as applicable, as the case may be. You shall pay the amount for such supply together with GST thereon, if applicable (both without any deduction or set-off), on a timely basis and in such manner and within the time period stipulated in the tax invoice or other applicable document, instrument or request for payment for GST.
- 4.2 Failure by us to charge the amount of GST at the relevant time shall not preclude us from charging GST at any time or in any manner thereafter, and we shall not be deemed to have waived our right to charge GST merely by virtue of a delay or failure to charge GST at the relevant time. In such a situation, it shall be deemed that the amounts payable were not paid in full and you shall pay the balance thereof ("Balance") upon receiving a tax invoice or other applicable document or instrument from us for the Balance to account for the GST not paid or charged.

## 5. PERSONAL DATA

- 5.1 The information provided by you in Clause 11.3 (*Information relating to employees and other individuals*) of the Conditions and in this Paragraph 5 (*Personal Data*) is given in accordance with the requirements of the Malaysian Personal Data Protection Act 2010. These personal data may be used for the purposes set out in Clause 11.3 (*Information relating to employees and other individuals*) of the Conditions and in addition:
  - (a) in connection with the maintenance, review and development of BNP Paribas's business systems, procedures and infrastructure including testing or upgrading of BNP Paribas's computer systems;
  - (b) in connection with BNP Paribas's payment system including its interface or interaction with the payment systems of other financial institutions, merchants and payment organisations;
  - (c) management of local and global risk and credit exposures;
  - (d) in connection with enforcement of obligations; and
  - (e) in connection with data processing purposes including the retaining in central databases and systems (including those located outside of Malaysia).

These personal data may be transferred outside of Malaysia.



5.2 If you or your individual Officers wish to request access to or correction of your or their personal data, you or they should address your or their request to:

Client Management Department  
BNP Paribas Malaysia Berhad  
Vista Tower, Level 48A, The Intermark  
348, Jalan Tun Razak  
50400 Kuala Lumpur

5.3 Before disclosing any personal data relating to your individual Officers to us, you agree to:

- (a) ensure that they are aware of the matters set out in Clause 11.3 (*Information relating to employees and other individuals*) of the Conditions and in this Paragraph 5 (*Personal Data*);
- (b) ensure that they are aware that they have a right of access to and correction of personal data held about them by us; and
- (c) procure their consent to the disclosure and use of their personal data.

You represent, undertake and warrant to us, as well as our Officers that you would have, prior to disclosing such Data to us, obtained the appropriate consent from the individuals whose personal data are being disclosed.

5.4 The following rights in respect of information that is protected by the Malaysian Personal Data Protection Act 2010 apply to any individual (whether you or your Officers):

- (a) the right to check whether we hold such information about you and the right of access to such data;
- (b) the right to require BNP Paribas to correct any such information relating to you which is inaccurate;
- (c) the right to be informed of the kind of such information held by us;
- (d) the right to contact us with any inquiries or complains in respect of such information;
- (e) the right to request for the notice requesting for your information pursuant to Clause 11.3 (*Information relating to employees and other individuals*) of the Conditions, to be in the national language of Malaysia; and
- (f) the right to request that such information not be used for direct marketing purposes (you may make a request by informing us at such facsimile number we may from time to time prescribe).

5.5 We reserve the right to charge a fee for the provision of any information or data requested by you or your Officers or any data access request.

5.6 You agree that we have no obligation to search our records for (or produce for you) any information regarding you or your Officers, any Account, any Product or any transaction or dealing with you more than 3 years prior to the date of your request for information.

## 6. FOREIGN CURRENCY ACCOUNT AND PRODUCTS IN MALAYSIA

6.1 The following terms apply where we provide you with Foreign Currency Accounts or Foreign Currency Products.

6.2 Provision of Foreign Currency Accounts and Foreign Currency Products by us is subject to the relevant regulatory and other policy requirements, exchange rate controls and restrictions from BNM or any other relevant Authority.

6.3 In connection with any Foreign Currency Accounts and Foreign Currency Products that involves transactions cleared or settled through the foreign currency clearing and settlement system established in Malaysia, you:

- (a) acknowledge that the provision of such Foreign Currency Accounts and Foreign Currency Products and the operation of the foreign currency clearing and settlement system will be subject to:
  - (i) any agreement for clearing and settlement of Foreign Currency in Malaysia entered into between us and any clearing bank or agent; and
  - (ii) the Operational Procedure for Foreign Currency Settlement in RENTAS, established by MyClear.



- (b) agree that if there is any inconsistency between the Agreement and the Settlement Rules and Regulations, the Operational Procedure for Foreign Currency Settlement in RENTAS will prevail;
  - (c) agree that, without prejudice to (b) above, BNM and us shall not owe any duty or incur any liability to you in respect of any claim, loss, damage or expense (including without limitation, loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) (even if BNM knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of:
    - (i) anything done or omitted to be done by BNM or us in good faith or by the settlement institution of the foreign currency clearing and settlement system, MyClear, any Member (as defined in the Operational Procedure for Foreign Currency Settlement in RENTAS) or any other person in the management, operation or use of the Clearing House (as defined in the Settlement Rules and Regulations) or the Clearing Facilities (as defined in the Settlement Rules and Regulations) or any part of any of them; or
    - (ii) by the giving of any consent, notice, advice or approval in relation or pursuant to the Operational Procedure for Foreign Currency Settlement in RENTAS.
- 6.4 All Foreign Currency Accounts and Foreign Currency Products are subject to the availability of Foreign Currency and any maximum amount per customer per day requirements, any maximum amount per transaction requirements and any other restrictions or limits imposed by BNM or us from time to time. We are authorised to transfer any amount in your Account in excess of any such restriction or limit at the cut-off-time (as designated by us from time to time) on each day to any other Account at any time, or dispose of the excess amount in any other manner or reject or cancel any transaction as we think fit without prior notice to you.
- 6.5 You understand and acknowledge that:
- (a) Foreign Currency is subject to exchange rate risk;
  - (b) the Deposit Insurance System administered by PIDM applies to foreign currency deposits in the same way as Ringgit Malaysia deposits;
  - (c) one or more Trade Foreign Currency Accounts have been opened or may be opened (whether by you or by us) for you. Funds in each Trade Foreign Currency Account shall be used only to meet import and loan obligations and other current international transactions and/or as may be prescribed by BNM from time to time; and
  - (d) one or more Investment Foreign Currency Accounts have been opened or may be opened (whether by you or by us) for you. Funds in this Investment Foreign Currency Account can be used for investment and other purposes including payment for import and loan obligations and/or as may be prescribed by BNM from time to time.
- 6.6 We may open one or more Foreign Currency Accounts for you for the purposes of complying with Laws, rules, regulations, directives, guidelines and notices (including those issued by BNM) applicable from time to time.
- 6.7 Foreign Currency cheques may only be used in such manner as from time to time advised by us and subject to such restrictions and limits as we may from time to time impose. In the event that any applicable restriction or limit is exceeded, we may, at our discretion and without any liability and without prior notice to you, return unpaid any or all such cheques as may be determined by us.
- 6.8 We may (but are not obliged to) transfer all or any funds in any of your Foreign Currency Accounts to your current Foreign Currency Account to pay any or all foreign currency cheques presented to us without prior notice to you subject to a handling charge as determined by us from time to time.

You shall provide us with the necessary documents and information regarding your financial condition, business, operations and details of any event which may materially and/or adversely impact your financial position as required by us for the purposes of complying with Laws, rules, regulations, directives, guidelines and notices (including those issued by BNM) from time to time. We may cancel the Foreign Currency Accounts or Foreign Currency Products (especially in relation to forward contracts) provided to you if you fail to provide the information as required by us. You acknowledge and agree that we expressly reject and disclaim any liability in this respect.



## 7. SPECIAL DEPOSIT FACILITY ACCOUNT AND RINGGIT MALAYSIA ACCOUNTS

- 7.1 If you are a resident exporter, you are allowed to retain up to twenty five per cent (25%) of Foreign Currency export proceeds (as defined or in such portion as may be prescribed by BNM from time to time). The remainder of the export proceeds must be converted into Ringgit Malaysia (using prevailing market rates). If you do not have a Special Deposit Facility Account with us, a Special Deposit Facility Account will be opened for you and the Ringgit Malaysia will be deposited into the Special Deposit Facility Account. You hereby agree and consent to the opening of the Special Deposit Facility Account.
- 7.2 You agree and represent the following:-
- (a) amounts withdrawn from the Special Deposit Facility Account cannot be re-deposited into the Special Deposit Facility Account with us or any another financial institutions; and
  - (b) Ringgit Malaysia deposited into the Special Deposit Facility Account are Ringgit Malaysia converted from Foreign Currency export proceeds only and in such amounts or portions as maybe prescribed by BNM from time to time.
- 7.3 The Special Deposit Facility Account shall be subject to the Laws, rules, regulations, directives, guidelines and notices (including those issued by BNM) from time to time.
- 7.4 We may open one or more Ringgit Malaysia Accounts for you for the purposes of complying with Laws, rules, regulations, directives, guidelines and notices (including those issued by BNM) from time to time.

## 8. DORMANT ACCOUNT

In the event the credit balance in any account is remitted to the Registrar of Unclaimed Moneys pursuant to the Unclaimed Monies Act 1965, that account will then be closed.

## 9. USE OF THE INTERNET

You consent to the use of the Internet as a medium to communicate with or transmit any data or documentation in connection with any Account or Product provided by us to you.

## 10. RIGHTS OF THIRD PARTY

Where Malaysian law governs, Clause 14.7 (*Rights of Third Parties*) of the Conditions does not apply.

## 11. PARTNERSHIP

In the event you are a Limited Liability Partnership registered under the Limited Liability Partnerships Act 2012 (Act 743), Clause 20.2.2 (*Operation of Partnership Accounts*) of the Conditions does not apply.

## 12. EARLY REPAYMENT AND PARTIAL WITHDRAWAL

Where Malaysian law governs, Clause 17.3.1 of the Conditions shall be read as follows:

"We may, at your request, terminate your Time Deposit prior to maturity. If we allow early termination, you will pay any early termination fee we determine and the interest may be forfeited."

## 13. WITHDRAWAL FROM ACCOUNTS

Where Malaysian law governs, Clause 18.4.1(c) of the Conditions shall be read as follows:

"Subject to Clause 17 (*Time Deposits*), we will allow a withdrawal from an Account on your instruction if the withdrawal is made by means of a remittance slip or other instruction document as we may set from time to time."

## 14. JOMPAY

JomPAY terms and conditions shall apply where you use JomPay and the Connexis electronic service.



## 15. GIRO PAYROLL

GIRO Payroll terms and conditions shall apply where you use GIRO Payroll services.

## PART B – DEFINITIONS AND INTERPRETATION

### 14. DEFINITIONS

"**Bills of Exchange Act**" means the Bills of Exchange Act 1949 (Act 204), and includes all additions, amendments and revisions thereto effected from time to time.

"**BNM**" means Bank Negara Malaysia (the Central Bank of Malaysia).

"**BNP Paribas**" means BNP Paribas Malaysia Berhad (Company Number: 918091-T) and its successors and assigns.

"**Clearing**" has the same meaning as defined in the MyClear Rules.

"**Clearing items**" has the same meaning as defined in the MyClear Rules.

"**Customer Clearing item**" means any Clearing item (including any cheque or bill of exchange) which appears or purports to have been signed, issued or drawn by or on behalf of the Customer on BNP Paribas or on any account of the Customer with BNP Paribas and including any instruction which purports to have been signed, issued or drawn by or on behalf of the Customer to make payment of or transfer any sum to any person out of any account of the Customer with BNP Paribas.

"**Foreign Currency**" means any other currency other than Ringgit Malaysia.

"**Foreign Currency Accounts**" means the Accounts denominated in a Foreign Currency and "**Foreign Currency Account**" means any one of them.

"**Foreign Currency Product**" means a Product that is provided in, or that is in respect of, a Foreign Currency.

"GIRO Payroll" means the payroll system provided by BNP Paribas through GIRO.

"**GST**" means any goods and services tax, value added tax, consumption tax, or tax, duty, charge or imposition of a similar nature whatsoever and by whatever name called, which may from time to time be imposed or charged (including any increases or decrease to the rate) by any regulator;

"**Image**" has the same meaning as defined in the MyClear Rules.

"**Investment Foreign Currency Account**" means an Account by whatever name called denominated in Foreign Currency and identified as an "Investment Foreign Currency Account" for purposes of the prevailing foreign exchange administration regulations. "**IRD**" has the same meaning as defined in the MyClear Rules.

"JomPAY" means Malaysia's national bill payment scheme established and operated by Payments Network Malaysia Sdn Bhd, under the auspices of BNM.

"**MyClear**" means the Malaysian Electronic Clearing Corporation Sdn Bhd (Company Number: 836743-D), a payment subsidiary wholly owned by BNM.

"**MyClear Procedures**" means the Operations Procedures for Sistem Penjelasan Informasi Cek Kebangsaan Secara Elektronik issued by MyClear and includes all additions, amendments and revisions thereto effected from time to time.

"**MyClear Regulations**" means the MyClear Procedures, the MyClear Rules and any other rules, procedures, guidelines, circulars, standards, codes, notices and directives issued by MyClear from time to time.

"**MyClear Rules**" means the Participation and Operation Rules for Payments and Securities Services issued by MyClear and includes all additions, amendments and revisions thereto effected from time to time.

"**Non-RM Clearing items**" shall mean 'Clearing items' as the term is defined in the MyClear Rules except that such Clearing items are denominated in a currency other than Ringgit Malaysia.

"**PIDM**" means Malaysia Deposit Insurance Corporation.

"**Personal Data Protection Act**" means the Personal Data Protection Act 2010 (Act 709), and includes all additions, amendments and revisions thereto effected from time to time.





"**RENTAS**" means the Real-time Electronic Transfer of Funds and Securities System.

"**Ringgit Malaysia**" or "**RM**" means the lawful currency from time to time of Malaysia.

"**Settlement**" has the same meaning as defined in the MyClear Rules.

"**Settlement Arrangement**" means the arrangement made between BNP Paribas and MyClear and all other arrangements made between BNP Paribas and MyClear with respect to the clearing and settlement of the Clearing items.

"**Special Deposit Facility Account**" means an Account denominated in Ringgit Malaysia for purposes of resident exporters receiving Ringgit Malaysia arising from conversion of foreign currency export proceeds or for such other purposes as may be prescribed by BNM from time to time.

"**Trade Foreign Currency Account**" means an Account by whatever name called denominated in Foreign Currency and identified as a "Trade Foreign Currency Account" for purposes of the prevailing foreign exchange administration regulations.

## 15. INTERPRETATION

In this Country Schedule, a reference to a Clause is a clause of the Conditions and a Paragraph is a paragraph of this Country Schedule.